

JUDGE MICHAEL'S POLICY REGARDING ELECTRONIC SIGNATURES

The electronic age has put a new twist on an old issue; namely, the obtaining of signatures upon agreed orders, reaffirmation agreements, and other joint pleadings. Under our Administrative Procedures:

4. The following procedure applies when a stipulation or other document requires two or more signatures:
 - a. The filing attorney shall initially confirm that the content of the document is acceptable to all persons required to sign the document and ***shall obtain the original signatures of all parties on the document.*** A document may be signed in counterparts. (Bankruptcy Rule 9011 applies.)
 - b. The filing attorney then shall file the document electronically, indicating the signatories, e.g., “s/ Jane Doe,” etc.
 - c. The filing attorney ***shall maintain the original signed document*** filed in a bankruptcy case for at least one year after the case is closed. The System provides notice of case closing. In adversary proceedings, the filing attorney shall maintain the original signed documents filed in the proceeding until after the proceeding is concluded and all time periods for appeals have expired. Upon request, the original signed document shall be provided to other parties or to the Court for review.¹

I thought this language was clear (that should come as no surprise, since I approved it). In fact, I still think it's clear. However, my staff has recently fielded several questions about the need to obtain original signatures, and more than one attorney has asked about this requirement in open court. Hopefully, this policy will make sure there is no misunderstanding regarding this procedural requirement.

If an attorney submits an order, motion, or stipulation which shows (through use of the s/[signature]) that it has been approved or agreed to by other counsel, the attorney **MUST** have the ***wet ink original signatures*** in hand AT OR BEFORE the time of submission. Having a copy, fax, or .pdf of a signature is ***NOT SUFFICIENT***; likewise, having a verbal commitment or a promise that the original is in the mail is ***NOT SUFFICIENT***. In the old days, you would not have filed an agreed pleading without having all of the signatures in hand. Electronic filing does not change things.

¹ Bankr. N.D. Okla, Administrative Procedures for Filing, Signing and Verifying Pleadings and Papers by Electronic Means, Version 3, effective September 1, 2004, § III(C)(4) (emphasis added).

I have a ZERO TOLERANCE level on this issue. A judge cannot sign what has been represented to be an agreed order or motion, only to find out that, although someone hoped/thought/prayed/gambled that everyone would agree, it just didn't happen. My only option if you fail to abide by this procedure is to sanction you. You don't want that to happen, and I don't want that to happen. Enough said. Thanks.

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